

**FEDERAL SUBAWARD  
BETWEEN  
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
AND**

*Insert Subrecipient's Full Legal Name (as specified on W-9/SCEIS) here (use all caps)*

This Federal Subaward shall be between the South Carolina Department of Health and Environmental Control (DHEC also known as Passthrough Entity) and *Insert Subrecipient's Full Legal Name (as specified on W-9/SCEIS) here (also known as Subrecipient)*.

**PURPOSE:**

This Subaward by and between DHEC and the Subrecipient is for the purpose of disbursing funds in accordance with the U.S. Department of Housing and Urban Development (HUD) "Housing Opportunities for Persons with AIDS" (HOPWA) program and the DHEC Health Services, Division of STD, HIV, and Viral Hepatitis, HOPWA Program as outlined in DHEC's HOPWA FY 2019-RFGA-HV-906 Request for Grant Application (RFGA).

**A. SCOPE OF SERVICES:**

The Subrecipient agrees to serve as the "Project Sponsor" for **XXX** counties for funds administered by DHEC for the State of South Carolina from the U.S. Department of Housing and Urban Development (HUD) "Housing Opportunities for Persons with AIDS" (HOPWA) program. These funds are designed to provide emergency housing assistance, defined as short-term rent, mortgage and utilities payments (STRMU), supportive services, and permanent housing placement for eligible persons with HIV disease who are homeless or who are at risk of becoming homeless.

The Subrecipient furthermore agrees to comply with all requirements in the Request for Grant Applications FY2019-RFGA-HV-906 (*Attachment 1*) and agrees to operate the program and carry out eligible activities pursuant to the AIDS Housing Opportunity Act and Regulations for the "Housing Opportunities for Persons With AIDS" program (24 CFR part 574), other applicable HUD regulations (including 24 CFR part 135 "Economic Opportunities for Low- and Very Low-Income Persons"), state and federal requirements and guidelines, the approved application, and the terms and conditions of this SubAward.

**1. REQUIRED ACTIVITIES:**

Subrecipient shall:

- a. Provide emergency housing assistance in the form of short-term rent, mortgage and utilities (STRMU) payments, supportive services, and permanent housing placement to eligible clients.
- b. Operate the program services in accordance with the requirements of applicable HUD regulations 24 CFR Part 574 (*Attachment 1 of the RFGA*). Provide services in the same or substantially similar manner as detailed in DHEC's Action Plan submitted to HUD through the South Carolina Department of Commerce (*Attachment 2 of the RFGA*) and follow the S.C. Service Provider HOPWA Guidelines (*Attachment 3 of the RFGA*).

- c. Screen all clients at HOPWA intake for eligibility into the program. Ensure that case managers who are employed by the Subrecipient are responsible for determining a participant's eligibility for HOPWA-funded services (as defined in 24 CFR Part 574.3). Low-income persons (at or below eighty percent (80%) of area median income) that are medically diagnosed with HIV/AIDS and have a need for emergency housing assistance for a short period of time and their families are eligible to receive HOPWA funded assistance.
- d. Ensure that case managers develop and implement a coordinated plan of care, an Individualized Action Plan with a housing element, and attempt to secure permanent housing for clients. This would include assisting clients who are not on disability to apply for disability, assisting clients to apply for public housing assistance such as Section 8 subsidies, assisting clients to apply for the DHEC-sponsored, statewide Tenant Based Rental Assistance program, and assisting clients to apply for housing at community residential care facilities and/or long-term care facilities.
- e. Agree to comply with the maximum time period for short-term supported housing as mandated by HUD regulations: 21 weeks in any 52-week period for rent, mortgage and utilities payments (24 CFR Part 574.330(a)).
- f. Ensure that no fees are charged to eligible clients for activities carried out under this Subaward.

## 2. GRANT REQUIREMENTS:

### Subrecipient shall:

- a. Consult with the DHEC STD/HIV Program in developing programs/services and policies in order to assure compliance with HUD regulations.
- b. Use Provide Enterprise for tracking and reporting program services.
- c. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the HOPWA Financial Management Online Training by at least one (1) of its employees. The certificate of completion must be maintained on site and must be updated at least every three (3) years.  
<https://www.hudexchange.info/training-events/courses/hud-hopwa-financial-managementonline-training/>
- d. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the Getting to Work curriculum by at least one (1) of its employees. The certificate of completion must be maintained on site and updated at least every three (3) years.  
<https://www.hudexchange.info/trainings/dol-hud-getting-to-workcurriculum-for-hiv-aids-providers/>
- e. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the HOPWA Oversight training curriculum by at least one (1) of its employees. The certificate of completion must be maintained on site and updated at least every three (3) years. <https://www.hudexchange.info/trainings/hopwa-oversighttraining/>
- f. Have a grievance policy for the HOPWA Program. The grievance policy must be in writing

and shared with HOPWA clients at the point of initial eligibility screening and annually thereafter. The policy must state that any grievance related to denial of services or a complaint about services received which is unresolved at the Subrecipient level may be reported by the client to DHEC's Division of STD, HIV, and Viral Hepatitis by calling 800-856-9954 between the hours of 8:30AM-5:00PM Monday through Friday, excluding holidays. Further, the policy must state that grievances filed with DHEC will remain confidential, unless the client specifically requests that DHEC follow-up with the Subrecipient, and, there shall be no reprisal towards the client when grievances are made.

- g. Develop an agency HOPWA Service Standard. The standard should include at a minimum HOPWA eligibility, household member definition, process for approval/denial of services, service provision process, participant housing needs assessment, and year-end process (continuation/termination of enrollment in HOPWA). The standard should function to ensure that all clients at the agency are offered the same fundamental components of a service and establish the minimum level of service of care that the HOPWA provider offers.
- h. Permit and cooperate with any State or Federal investigations undertaken regarding programs conducted under HOPWA.
- i. Document time and effort of staff funded with HOPWA funds demonstrating fiscal stewardship of HOPWA funds.
- j. If the Subrecipient desires to enter into contractual agreements with other entities for the provision of services, the Subrecipient must first gain written prior approval from DHEC's STD/HIV/Viral Hepatitis Division. The contractual agreement must include the scope of work and terms and conditions related to the services they will provide to include all requirements in the parent Subaward with DHEC. The Subrecipient is responsible for providing contractual oversight and monitoring to ensure entities receiving HOPWA Program funds are in compliance with all HUD and DHEC contractual and reporting requirements as stated in this RFGA and the Subaward with DHEC. If approved, DHEC will establish a monitoring profile in IDIS, as needed.
- k. Participate in quality initiatives adopted by DHEC for services funded by HOPWA or derived from the HOPWA Program.
- l. The provisions of the Subaward are contingent upon any possible revision of State or Federal regulations and requirements governing CFDA No. 14.241, Department of Housing and Urban Development, Grant Title "Housing Opportunities for Persons with AIDS (HOPWA) Program," effective April 1, 2019 to March 31, 2020, and each year thereafter to March 31, 2023 contingent upon final award for each year.

### **3. GRANT REPORTING AND MONITORING REQUIREMENTS (FINANCIAL, PROGRAMMATIC, AND MONITORING):**

The Subrecipient shall ensure compliance with HUD reporting and monitoring requirements and provide programmatic, demographic, and financial reports and information as requested by the STD, HIV, and Viral Hepatitis Division. These requirements are:

a. Consolidated Annual Performance and Evaluation Report (CAPER):

A CAPER is required annually for the grant year April 1st through March 31st. Reports are due to DHEC by April 30th of each year. Reporting forms are provided by DHEC.

The report includes demographic information for individuals and families assisted with HOPWA funds, administrative costs charged to the program, and costs for emergency housing assistance and supportive services, including staffing costs, and actions taken to further fair housing. Additionally, the report includes the annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness, and improving access to healthcare and other support.

Review ALL Quality Assurance Reports and resolve errors prior to sending reports to DHEC. For reports submitted to DHEC, indicating services to ineligible clients, DHEC will require proof of eligibility prior to resubmission of HOPWA reports.

b. Quarterly Financial Reports:

Quarterly Financial Reports identifying the amount of funds received and the amount expended for each category of services provided are required to be submitted to DHEC quarterly. Quarterly Financial Reports on the required templates are due 15 days after the end of each quarter.

c. Mid-Year Programmatic Report:

A Mid-Year Programmatic Report showing progress in meeting the program goals and objectives, including numbers of clients served with each service is required to be submitted to DHEC after the end of the first six (6) months of the grant period, upon request by DHEC.

d. The Subrecipient must agree to make available to DHEC and HUD for inspection financial records to ensure proper accounting and dispersing of HOPWA funds. These records may be monitored on an ongoing basis by DHEC and are subject to review by HUD.

e. The Subrecipient must be prepared to provide, upon request by DHEC, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:

1. FINANCIAL MANAGEMENT:

Financial records will be reviewed to assure compliance with generally accepted accounting requirements. The records should provide accurate, current and complete disclosure of financial results. They must identify the source and application of funds and must be supported by invoices and other source documentation.

2. PROGRAM PROGRESS:

Review progress in providing short-term mortgage, rent and utilities (STRMU) payments and supportive services and expending funds.

f. Retain all records with respect to all matters covered by this agreement in accordance with Subaward Term and Conditions.

- g. Allow HUD and DHEC on-site for site visits and make records available upon request for financial, programmatic, and other topics, as required for monitoring purposes. Submit documentation of follow-up on all Corrective Actions, as indicated, until resolved.
- h. DHEC will monitor the following areas:
  1. Beneficiaries: Review client files to determine whether clients are low-income persons with HIV disease or their family members and have a documented financial emergency. The review will include policies and procedures regarding intake of program participants, assessing/reassessing their needs, the extent to which the program helps clients live more independently, procedures to ensure that clients are being assisted for no more than five months (21 weeks in a 52-week period) and documentation of resident length of stay, turnover and reasons for leaving.
  2. Conduct an assessment of: the housing assistance and supportive services required for participants in the program. Review the provision of supportive services to participants and ensure that case management is offered to each participant. Ensure that each participant has a current Case Management Individualized Action Plan. The Subrecipient must also comply with HUD reporting requirements as listed in the Annual Performance Report.

#### **4. FUNDING RELATED GRANT REQUIREMENTS:**

Subrecipient shall:

- a. Submit an annual comprehensive budget using the template (*Attachment II*) and a budget narrative reflecting all program costs to the DHEC Division of STD, HIV, and Viral Hepatitis at the beginning of the grant year. The budget narrative format can be of the organization's choosing but must include items by operating category including planned expenditure details on personnel (including each funded staff by title, name, salary and job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within state rates), contractual, other, and administration (admin expenditures must be itemized). The budget narrative should include clear descriptions of the use of the funds. A sample budget narrative can be found in (*Attachment III*).
- b. Make a written request to DHEC for a budget revision if, throughout the course of a grant year, a budget line item exceeds ten percent (10%) of the amount allocated. The budget revision will not be allowed until the Subrecipient receives written approval from DHEC.
- c. Limit administrative charges to the grant to seven percent (7%) of expenditures. This does not include the costs of staff necessary to assess clients and provide housing assistance.
- d. Not use funds to make cash payments to intended recipients of services.
- e. Have and maintain financial mechanisms for monthly adequate and accurate reporting, reconciliation and tracking of program expenditures for HOPWA funds and program income, if applicable.
- f. Upon request, submit de-identified client-level data with monthly invoice.

- g. Program Income earned as a direct result of activities funded under this HOPWA award must be used by the Subrecipient for the purposes and under the conditions of the HOPWA Program in accordance with the addition method as provided in 2 CFR 200.307(e)(2). Program Income must be held in a separate account and tracked separately. The Subrecipient must have financial mechanisms in place to collect and report Program Income earned and expended.

**B. SOURCE OF FUNDING and AMOUNT:**

The Project Period for this SubAward is April 1, 2019 through March 31, 2022.

*Source of Funds 1 (SOF1) "Housing Opportunities for People Living with AIDS":*

\$ \_\_\_\_\_ for the time period of April 1, 2019, or when all parties have signed, whichever is later, through March 31, 2020; and approximately \$ \_\_\_\_\_ for each year thereafter contingent upon final grant award for each year.

Annual funding awards are contingent upon final annual grant awards for each time period and are subject to change annually.

No carryforward of funds will be allowed between years.

*Attachment V* - SOF1 contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

**C. PERIOD OF PERFORMANCE:**

This Subaward shall become effective on April 1, 2019 or whenever all parties have signed, whichever is later and ends on March 31, 2020.

This Subaward is renewable for two (2) additional one-year periods. At the end of the initial term, and at the end of each renewal term, this Subaward shall automatically renew for a period of one year, unless Subrecipient receives notice that the state elects not to renew the Subaward at least thirty (30) days prior to the date of renewal. Regardless, this Subaward expires no later than the last date of the maximum Subaward period which is **March 31, 2022**. Only work done in accordance with the effective dates of the Subaward will be compensated.

**D. COMPENSATION:**

1. **Budget:** Compensation will only be made for allowable costs consistent with the approved budget incorporated into this subaward.
2. **Indirect Cost:** If the Subrecipient utilizes an approved federally negotiated indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency. Any subrecipient that has never received a negotiated indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Subrecipient chooses to negotiate a rate, which the non-Federal entity may do at any time. If chosen, the Subrecipient must submit the breakdown of the MTDC to DHEC.

HOPWA restricts administrative costs, which include indirect costs, to 7% of expenditures.

**3. Prior Approvals:**

The Subrecipient must obtain prior approval before obligating or expending Subaward funds for equipment, permanent improvements or any purchase above the simplified acquisition threshold. The simplified acquisition threshold is adjusted periodically for inflation. The current amount is \$150,000. Please refer to the applicable Federal Acquisition Regulations (FAR) found at <https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf>.

No revisions over 10% per line item (either operating line item or service category line item) to the approved budget may be made without prior written approval from DHEC.

Out-of-state travel may be eligible for reimbursement only if approved in advance in writing.

Subrecipient shall not subaward any of the work or services covered by this subaward without DHEC's prior written approval.

**4. Prohibited Items:** No Subaward funds may be used for the purchase of real property.

**5. Travel:** Reimbursement of Subrecipient's travel expenses, including mileage and subsistence (meals), incurred in connection with the services under this Subaward will be limited to the standard rates for State employee travel in effect during the period of this Subaward and will be included within the maximum amount of the Subaward. The standard rates for mileage and subsistence can be found at <https://www.cg.sc.gov/guidanceandformsforstateagencies/Pages/travelformsmileagerate.aspx>.

All rates are subject to the Office of the Comptroller General's policies and procedures in effect for the calendar year and are subject to change annually.

Reimbursement for room and board will be at the established federal Government Services Administration (GSA) rate or below for the area of travel. The standard GSA rates for hotels can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. All rates are subject to seasonal fluctuations and must be verified prior to making each reservation.

Subrecipient must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel may be eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

DHEC can provide a letter to the Subrecipient stating that the Subrecipient is performing work on behalf of DHEC under **Subaward No. \_\_\_\_\_** and the Subrecipient is eligible and authorized to receive government rates or discounts as provided to State employees. However, this letter does not guarantee that the hotel/motel will honor the government rate.

**E. Method of Payment:** the Subrecipient shall submit a monthly request for payment (invoice) for services rendered as outlined in the Scope of Services and approved budget, as follows:

If the subaward contains multiple sources of funding, the invoice must identify the source of funding for which reimbursement is being requested. The invoice must include the name and address of the Subrecipient, the Subaward Number, a brief description of the Scope of Services, the time period covered, an itemized listing of expenses incurred with categorical break-out sub-totals as required

by the DHEC program, the total amount of the reimbursement being requested, and supporting detailed documentation for expenditures. Supporting detailed documentation includes but is not limited to paid receipts, canceled checks, travel logs, hotel/motel folios, journal entries, attendance rosters, performance reports, and payroll registers indicating date, hours and cost charged to the grant.

Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget incorporated into this subaward. Only expenditures obligated during the Subaward period of performance can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. Email requests for payment must be sent to [RWHOPWAInvoices@dhec.sc.gov](mailto:RWHOPWAInvoices@dhec.sc.gov).

- F. ACCESS TO RECORDS:** The Subrecipient must permit DHEC and auditors to have access to the subrecipient's records and financial statements in order to meet the requirements of the subaward. The Subrecipient must allow DHEC and auditors to attend activities and events paid for or sponsored from this subaward. The Subrecipient must allow DHEC to inspect or monitor in person, activities performed in accordance with the scope of services and paid for or sponsored from this subaward.
- G. CLOSEOUT OF SUBAWARD:** Subrecipient is responsible for implementing the necessary administrative actions to closeout the subaward. Administrative actions may include but are not limited to:
- liquidate all obligations
  - expenditure adjustments +/-
  - refunding unobligated cash balances
  - financial reporting
  - program performance reporting
  - accounting for real and personal property if applicable
  - patent and invention certifications if applicable
  - records retention
  - perform audits

**H. SUBRECIPIENT AUDIT REQUIREMENTS:**

Subrecipients, except for-profit entities, must submit a certification of total federal grant expenditures upon request from DHEC. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F. Subrecipient is responsible initiating the process to implement the audit.

Entities which are audited as part of the State of South Carolina Statewide Single Audit are required to furnish the auditor's report on findings and the Subrecipient's corrective action plan. Subrecipient shall complete and submit the audit within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Health and Environmental Control  
Finance Director  
Bureau of Financial Management  
2600 Bull Street

Columbia, SC 29201

Or, Email to: GrantsMgt@dhec.sc.gov

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the Subrecipient's fiscal year. If the subrecipient expends less than \$750,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to:

SC Department of Health and Environmental Control  
Finance Director  
Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201

Or, Email to: GrantsMgt@dhec.sc.gov

For profit Subrecipients are exempt from the audit requirements set forth in 2 CFR §200.501 Audit Requirements. In all such cases DHEC requires submission of an audited financial statement. DHEC reserves the right to request pre-award audits and post-award audits in addition to monitoring during the agreement.

In all cases the Subrecipient is expected to promptly address audit findings through a corrective action plan. Failure to follow up or make corrective action can lead to a delay in payments, disallowed costs, suspension of the subaward, prohibition from future awards.

#### **I. TERMS AND CONDITIONS:**

The Subrecipient is responsible for the efficient and effective administration of the federal subaward through the application of sound management practices. The Subrecipient is responsible for administering federal funds in manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. The Subrecipient is responsible for understanding and maintaining compliance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. **2<sup>ND</sup> TIER SUBAWARDS:** Subrecipient shall not subaward any of the work or services covered by this Subaward without DHEC's prior written approval.
2. **ASSIGNMENT:** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Subrecipient is considered an assignment.

3. **ANNUAL RISK ASSESSMENT SURVEY:** On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.
4. **AUDIT VERIFICATION:** On an annual basis, Subrecipient will be required to complete and return a statement verifying subrecipient's status as to the single audit requirement.
5. **AUDIT RESULTS:** If a single audit, program specific audit or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.
6. **FFATA:** Funding for this subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).  
If the annual value of this subaward is equal to or greater than \$25,000 at any time during this subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist.

If Subrecipient is required to complete the FFATA checklist DO NOT enter this information into the Federal Reporting database. DHEC maintains that responsibility.

7. **SAM (SYSTEM FOR AWARD MANAGEMENT):** On an annual basis, Subrecipient is required to maintain an active registration in SAM. Failure to comply may result in a suspension of payments and possibly a termination of the subaward.
8. **MINORITY BUSINESS:** Subrecipient must make positive efforts to use small and minority owned businesses and individuals.  
If the Subrecipient is a hospital, the following statement may be used:  
Does the hospital have a minority utilization plan? Yes \_\_\_ No \_\_\_  
If response is no, is the hospital in the process of developing a plan? Yes \_\_\_ No \_\_\_
9. **SUBCONTRACTORS:** Subrecipient shall not subcontract any of the work or services covered by this Subaward without DHEC's prior written approval.
10. **AMENDMENTS:** The Subaward may only be amended by written agreement of all parties, which must be executed in the same manner as the Subaward.
11. **RECORD KEEPING, AUDITS, & INSPECTIONS:** Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for six (6) years after the end of the Subaward period, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Subrecipient shall allow DHEC to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Subaward with no further obligation on the part of DHEC.

Subrecipient must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.

Subrecipient is responsible for the creation and maintenance of its own records in accordance with professional standards and for compliance with HIPAA, the South Carolina Physicians' Patient Records Act, and other laws. DHEC assumes no responsibility for the creation, maintenance, completeness, or accuracy of Subrecipient's records, or for compliance of any person or entity other than DHEC with HIPAA, the South Carolina Physicians' Patient Records Act, or other laws.

**12. TERMINATION:**

- a. Either party may terminate this Subaward by providing thirty (30) days written notice of termination to the other party.
- b. DHEC funds for this Subaward are payable from federal sources. If funds are not granted or otherwise available to DHEC to pay the charges or fund activities under this Subaward, it shall terminate without any further obligation by DHEC upon written notice to Subrecipient. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.
- c. DHEC may terminate this Subaward for cause, default or negligence on the Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions of this subaward may result in a delay in payment, request for additional documentation, audit, termination of the subaward and prohibition of receiving additional awards from DHEC. DHEC may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

- 13. INSURANCE:** During the term of this Subaward, Subrecipient will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Subrecipient from the types of claims which may arise out of or result from the Subrecipient's activities under the Subaward and for which Subrecipient may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Subaward, and general liability insurance. If coverage is claims-based, Subrecipient must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the Subaward. Subrecipient may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

14. **DRUG FREE WORKPLACE:** By signing this Subaward, Subrecipient certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 et seq., as amended.
15. **STANDARD OF CARE:** Subrecipient will perform all services under this Subaward in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. Subrecipient and Subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the Subaward.
16. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY:** Any term or condition of this Subaward or any related agreements is void to the extent it: (1) requires DHEC to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, Subaward, equitable indemnification, or any other theory or claim.
17. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Subaward. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Subaward.
18. **CHOICE OF LAW:** The Subaward, any dispute, claim, or controversy relating to the Subaward and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
19. **DISPUTES:** All disputes, claims, or controversies relating to the Subaward shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Subaward, Subrecipient consents to jurisdiction in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by DHEC regarding the Subaward is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.
20. **DEBARMENT:** Subrecipient certifies that it has not been debarred suspended, proposed for debarment, or declared ineligible for the award of Subawards by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Subaward. If it is later determined that the Subrecipient knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Subaward for cause in addition to other remedies available.
21. **SERVICE OF PROCESS:** Subrecipient consents to service of process by certified mail (return

receipt requested) to the address provided as the Subrecipient's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

22. **NOTICE:** All notices under this Subaward may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

SUBRECIPIENT:

Name  
 Address  
 Telephone  
 Fax  
 Email

DHEC:

Leigh Oden, Program Administration Manager  
 SC DHEC – STD/HIV Division  
 Box 101106  
 Columbia, SC 29211  
 Telephone: (803) 898 - 0650  
 Fax: (803) 898 - 7683  
 Email: odenl@dhcc.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

23. **COMPLIANCE WITH LAWS:** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.
24. **THIRD PARTY BENEFICIARY:** This Subaward is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Subaward as a third party beneficiary or otherwise.
25. **INSOLVENCY, BANKRUPTCY, DISSOLUTION:** (a) Notice. Subrecipient shall notify DHEC in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State subawards/Subawards against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by DHEC upon

Subrecipient's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.

26. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
27. **WAIVER:** DHEC does not waive any prior or subsequent breach of the terms of this Subaward by making payments on the Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the DHEC Subawards Manager has actual authority to waive any of DHEC's rights under this Subaward. Any waiver must be in writing.
28. **PLACE OF SUBAWARDING:** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.
29. **ATTACHMENTS/ ENTIRE AGREEMENT:** attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this contract. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this contract and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this contract take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties.
- Attachment I: FY2019-RFGA- HV-906
  - Attachment II: Budget Quarterly and Year End Financial Report, Budget Revision, and Invoice Templates (Required)
  - Attachment III: Budget Narrative Template (Sample Template)
  - Attachment IV: Subrecipient Certification of Compliance
  - Attachment V: SubAward Source of Funding
  - Attachment VI: FFATA Data Checklist
30. **CONFLICT OF INTEREST:**  
Subrecipient, as a non-Federal entity, must comply with 2 CFR 200.318 General Procurement Standards (c) (1), The Non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
31. **PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE:** DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants

such as Medicaid. No agency employee, agent, or Subrecipient shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal subawards or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from DHEC's Subawards Manager or Bureau of Business Management.

Any employee, agent, or Subrecipient of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Subrecipient or Subrecipient's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Subrecipient is required to inform Subrecipient's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal subawards or grants, or danger to public health or safety, in the predominant native language of the workforce.

32. **OTHER REPRESENTATIONS OF SUBRECIPIENT:** Subrecipient represents and warrants:
- a) Subrecipient has the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.
  - b) Subrecipient's execution and performance of this Subaward do not violate or conflict with any other obligation of Subrecipient.
  - c) Subrecipient has no conflict of interest with its obligations under this Subaward.
  - d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
  - e) Subrecipient has not previously been found in breach or default of any government subaward, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government subaward, except as disclosed in Exhibit \_\_\_\_\_.
  - f) Subrecipient is not and has not been subject to a Corporate Integrity Agreement within the

last seven years, except as disclosed in Exhibit \_\_\_\_\_.

- g) Subrecipient is a *[specify entity type, e.g., corporation/limited liability company/other \_\_\_\_\_]* duly organized, validly existing and in good standing under the laws of \_\_\_\_\_ and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Subaward.

### 33. LOBBYING:

- a. Subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the grant funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.
- b. No part of any grant or Subaward funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- c. 31 U.S.C. § 1352 certification (45 CFR Part 93).  
The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:
- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal subaward, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal subaward, grant, loan, or cooperative agreement.
  - II. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal subaward, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - III. The undersigned shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including subawards, subgrants, loans

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**34. LIMITATIONS OF ASSISTANCE TO PRIMARILY RELIGIOUS ORGANIZATIONS:**

Assistance may be provided by Subrecipients that are primarily religious organizations if the organization agrees to provide eligible activities in a manner that is free from religious influences and in accordance with the following principles:

- a. It will not discriminate against any employee or applicant for employment based on religion and will not limit employment or give preference in employment to persons on the basis of religion.
- b. It will not discriminate against any person applying for eligible activities on the basis of religion and will not limit housing or other eligible activities or give preference to persons on the basis of religion.
- c. It will provide no religious instruction or counseling, conduct no religious services or worship, engage in no religious proselytizing, and exert no other religious influence in provision of eligible activities.

**35. NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Subaward on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

- a. **FAIR HOUSING REQUIREMENTS:** The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100; Executive Order 11063 and implementing regulations at 24 CFR part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.
- b. **DISCRIMINATION ON THE BASIS OF AGE OR HANDICAP:** The prohibitions against discrimination based on age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146; the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation of 1973 (29 U.S.C 794) and implementing regulations at 24 CFR part 8; and applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (States and local government Subrecipients) and part 36 (public accommodations requirements for certain types of short-term housing assistance).
- c. **EMPLOYMENT OPPORTUNITIES:** The requirements of Section 3 of the Housing and

Urban Development Act of 1968, (12 U.S.C 1701(u)) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects).

- d. **MINORITY AND WOMEN'S BUSINESS ENTERPRISES:** The requirements of Executive Orders 11625, 12432, and 12138 apply to grants under this part. Consistent with HUD's responsibilities under these Orders, the consortia and/or Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
  - e. **AFFIRMATIVE OUTREACH:** The Subrecipient must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or disability know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.
  - f. **DISABILITY REQUIREMENTS:** The Subrecipient must not discriminate against persons with AIDS or related diseases based on an additional disability of such persons in violation of the Fair Housing Act or Section 504 of the Rehabilitation Act of 1973. In addition, the Subrecipient must comply with the reasonable modification requirement of the Fair Housing Act, the reasonable accommodation requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and the accessibility requirements of the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, and implementing regulations. See 42 U.S.C. 3604(f) and 24 CFR 100.203-100.205; 29 U.S.C. 794 and 24 CFR part 8; and 28 CFR parts 35 and 36.
36. **PROVIDER-PATIENT RELATIONSHIP:** DHEC does not, by virtue of entering into or performing this Subaward, assume a provider-patient relationship with any person with whom DHEC does not otherwise have such a relationship. Persons receiving services from Subrecipient will be deemed Subrecipient's patients.
37. **SPECIAL SECURITY REQUIREMENTS:**
- a. Individuals served by Subrecipient are Subrecipient's clients, not DHEC clients, and therefore Subrecipient is responsible for creating and maintaining client records and for all matters pertaining to HIPAA and data security and confidentiality.
  - b. Subrecipient must:
    - 1) Adhere to CDC's Data Security and Confidentiality Guidelines (*Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action* (Atlanta, GA: U.S. DHHS, Centers for Disease Control and Prevention; 2011 (<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>) including any amendments;
    - 2) Submit annually a certification of compliance in the form attached (*Attachment IV*) assuring compliance with the standards; and

- 3) Ensure that staff members and Subrecipients with access to public health data attend data security and confidentiality training annually and maintain training documentation in their personnel files.
- c. DHEC may at any time review and audit all Subrecipient files and records for matters pertaining to the funded services, including Subrecipient's compliance with CDC's Data Security and Confidentiality Guidelines. Subrecipient must make medical records, files, or other documentation available to DHEC upon request.
- d. Subrecipient must manage all breaches of protected health information (PHI) or personally identifiable information (PII) in compliance with applicable law. Subrecipient must notify DHEC immediately upon discovery of any breach. If the breach relates to CDC funded services, Subrecipient must also notify CDC within one (1) hour of the discovery.

### **38. CONFIDENTIALITY:**

- a. Subrecipient will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.
- b. Subrecipient will not, unless required to perform its responsibilities under this Subaward or required by law (as determined by a court or other governmental body with authority):
  - i. access, view, use, or disclose confidential information without written authorization from DHEC;
  - ii. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
  - iii. make any unauthorized copy of confidential information or remove or transfer this information to any unauthorized location or media.
- c. Subrecipient will direct any request it receives for confidential information obtained through performance of services under this Subaward, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Subrecipient discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Subrecipient must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.
- d. Subrecipient must ensure that its employees, agents, and subSubrecipients who may have

access to DHEC confidential information are aware of and comply with these confidentiality requirements. Subrecipient must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Subaward and applicable law. If Subrecipient is a business associate and will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Subrecipient will sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Subrecipient and Subrecipient's employees, agents, and subSubrecipients to sign DHEC Form #321A, the DHEC Subrecipient Confidentiality Agreement, to protect information contained in a particular DHEC program area

- e. Subrecipient must immediately notify the DHEC Compliance Officer at 803-898-3350; 1-888-843-3718, [compliance@dhec.sc.gov](mailto:compliance@dhec.sc.gov), and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Subaward. Subrecipient will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
  - f. Subrecipient's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Subaward.
  - g. Subrecipient must treat all information, documents, and electronically stored information received from or through DHEC or generated by Subrecipient or DHEC in connection with the performance of this Subaward as confidential information and must not disclose any such information or documents except as permitted by the Subaward, and except to the extent DHEC authorizes the disclosure in writing or the disclosure is required by law (as determined by a court or other governmental body with authority).
39. **HIPAA TRAINING:** Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Subaward, Subrecipient will ensure that, and its employees/agents are educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule.) Subrecipient will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Subaward. If this training has not been conducted, or documentation of training has not been provided, Subrecipient and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Subaward.
40. **INFORMATION SECURITY AWARENESS TRAINING:** Before any DHEC Information System access can be granted, Subrecipient must ensure that its employees and agents have been educated and trained regarding information security awareness pertaining to information and cyber security. Subrecipient will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Subaward. If this training has not been conducted, or documentation of training has not been provided, Subrecipient and its employees/agents will be required to receive necessary instruction using DHEC's e-learning

system before initiating performance of this Subaward.

41. **CERTIFICATION OF DESTRUCTION OF AGENCY DATA:** At the termination of this Subaward, Subrecipient will provide DHEC, in writing, certification that all DHEC data provided to the Subrecipient has been removed from all Subrecipient systems, backups, media and electronic storage mechanisms at all locations and/or under the control of the Subrecipient. This includes all original data files, copies made of the data files, derivatives or subsets of the data files and any manipulated data files.
42. **SURVIVAL OF OBLIGATIONS:** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Subaward shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification – Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1].
43. **SURVIVAL:** Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.
44. **RETURN OF FUNDS:** Subrecipient shall return to DHEC any funds paid by DHEC and not used for completion of services in accordance with this Subaward. If DHEC determines, through audit or otherwise, that Subrecipient has misused funds, Subrecipient shall return those funds as directed by DHEC.
45. **LICENSE/ACCREDITATION:** Subrecipient represents and warrants that Subrecipient and Subrecipient's employees and/or agents who will perform services under this Subaward currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Subaward, and Subrecipient has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Subrecipient and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Subaward. Subrecipient will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Subrecipient or Subrecipient's employees or agents providing or performing services under this Subaward.
46. **ADVANCE PAYMENTS:** are paid in accordance with DHEC Administration Policy B.414, "Providing Advance Payments of Federal Funds to DHEC Subrecipient Subrecipients" (the "Policy"). In short, the following procedures should be followed. If there is a conflict in the below procedures and the Policy, the Policy supersedes the below procedures:
  - a. An initial advance payment invoice may be made for the expected amount needed for the first month of each grant award year, and subsequent invoices should reflect actual expenditures for eligible activities for the previous month.
  - b. Advanced payments must be based on estimated expenditures by the recipient for no more than the next 30-day period. The Subrecipient should make every attempt to utilize funds as

expeditiously as possible within each grant award year.

- c. At the end of each grant award year, and also at the end of the Subaward period if a multi-year Subaward, the total expenditures should offset the initial advance payments and this offset must be documented, reconciled and submitted to DHEC along with the final invoice for the budget year. Documentation and invoice must be submitted to DHEC within fifteen (15) calendar days after the end of the budget year.
47. **ADVANCE PAYMENT PENALTY:** All services listed within this Subaward are to be completed. In the event that all services are not fully rendered as provided for in the Subaward, any monies that have been paid by DHEC under the Subaward must be refunded to DHEC along with a 12% penalty.
  48. **REVISIONS OF LAW:** The provisions of the Subaward are subject to revision of State or federal statutes and regulations and requirements governing Housing Opportunities for Persons with AIDS, US Department of Housing and Urban Development (HUD), and DHEC.
  49. **EQUIPMENT TITLE:** Title to any equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this Subaward shall vest in DHEC upon acquisition. At the end of the Subaward, approved equipment, goods, software, or database whose acquisition cost is borne wholly or in part by the Subaward will vest with the Subrecipient for use in continued support of the effort of the work as outlined in the Subaward.
  50. **THIRD PARTY BILLING:** The Subrecipient will bill the third-party source directly for reimbursement for such services. DHEC will be responsible for reimbursing the Subrecipient only that portion of charges not reimbursed by the third-party source.
  51. **TOBACCO-FREE CAMPUS POLICY:** Tobacco-Free Campus Policy: Use of all tobacco products, including smokeless tobacco and electronic cigarettes, is prohibited in any facility or on any property owned or controlled by DHEC (including parking lots, parking garages, sidewalks, and breezeways).
  52. **WORK ENVIRONMENT:** Harassment in any form constitutes misconduct that undermines the integrity of the employment relationship. Any act of harassment by employees, including sexual and discriminatory harassment, is prohibited and subjects the employee to disciplinary measures. All reports of harassment, either verbal or in writing, will be investigated in a timely manner. Retaliation against an employee or other person who reports a concern about harassment is strictly prohibited. Acts of harassment by agents, contractors or vendors are also prohibited and may result in sanction.
  53. **INDEMNIFICATION:** "Claim" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Subaward, and to the fullest extent permitted by law, Subrecipient shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Subrecipient, in whole or in part, in the performance of services pursuant to this Subaward.

Further, Subrecipient shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Subrecipient's breach of this Subaward, including any breach of confidentiality by a person to whom Subrecipient disclosed confidential information in violation of this Subaward. Subrecipient shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims. DHEC shall provide timely written notice to Subrecipient of the assertion of the claims alleged to be covered under this clause. Subrecipient's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Subaward.

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The parties to the Subaward hereby agree to any and all provisions of the Subaward as stipulated herein.

SOUTH CAROLINA DEPARTMENT OF  
HEALTH AND ENVIRONMENTAL CONTROL

SUBRECIPIENT NAME

BY: \_\_\_\_\_  
Linda Bell, MD  
Director  
Bureau of Disease Control

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS:  
SC DHEC - Public Health Contracts  
Bureau of Business Management  
2600 Bull Street  
Columbia, SC 29201  
803-898-3501

MAILING ADDRESS:

Phone: ( ) \_\_\_ - \_\_\_  
Fax: ( ) \_\_\_ - \_\_\_  
E-mail:

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID#: \_\_\_\_\_

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government agency or political subdivision
- Other Governmental body (specify) \_\_\_\_\_
- Individual/sole proprietor
- Other (specify) \_\_\_\_\_

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:

\_\_\_\_\_

Registered agent and address in South Carolina:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCDLLR or other license # \_\_\_\_\_

**ATTACHMENT I**

**S.C. DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
Request for Grant Application (RFGA)  
HOPWA FY19-RFGA-HV905**

[http://www.scdhec.gov/Health/FHPF/DiseaseResourcesforHealthcareProviders/HIV\\_AIDS\\_STD\\_Resources/HIVSupportForCommunities/](http://www.scdhec.gov/Health/FHPF/DiseaseResourcesforHealthcareProviders/HIV_AIDS_STD_Resources/HIVSupportForCommunities/)

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**ATTACHMENT II  
BUDGET QUARTERLY AND YEAR END FINANCIAL REPORT, BUDGET REVISION, AND  
INVOICE TEMPLATES**

**(Use of these forms is REQUIRED.)**

<https://www.dhec.sc.gov/health/diseases-conditions/infectious-diseases/hiv-aids-sexually-transmitted-diseases/hopwa>

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**ATTACHMENT III**

**BUDGET NARRATIVE FORM**

**(Sample Template)**

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**SUBAWARD BUDGET FOR SOURCE OF FUNDING (SOF) # \_\_\_\_\_**

**Period of Performance From \_\_\_\_\_ To \_\_\_\_\_**

**Subaward # \_\_\_\_\_**

**Subaward Amendment \_\_\_\_\_**

<b>PERSONNEL</b>						<b>DHEC Grant</b>	<b>In-Kind</b>	<b>Total</b>
<b>1</b>	<b>Salaries</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	Employee Name, Title	Annual Salary	Percent Funded	# of Months	\$ Amount Funded	\$		\$
	<b>Function:</b> List job functions							
b.	Employee Name, Title	Annual Salary	Percent Funded	# of Months	\$ Amount Funded	\$		\$
	<b>Function:</b> List job functions							
<b>2</b>	<b>Fringe Benefits</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	Describe item, % applied to total salary or \$ per FTE					\$		\$
b.	Describe item, % applied to total salary or \$ per FTE					\$		\$
<b>3</b>	<b>In-Direct Cost: Federal Rate _____ Deminimis _____</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
	If Deminimis, must provide details of Modified Total Direct Costs (MTDC) Please list items included in MTDC. If Federally approved rate, provide a copy of approval letter.							
<b>Personnel</b>						<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
<b>Subtotal</b>								
<b>OPERATING</b>								
<b>1</b>	<b>Contractual/Consultants</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	List contracted entity and deliverables					\$		\$
b.	List contracted entity and deliverables					\$		\$
<b>2</b>	<b>Equipment</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	Describe item, quantity and unit cost					\$		\$
b.	Describe item, quantity and unit cost					\$		\$
<b>3</b>	<b>Supply</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	Describe item, quantity and unit cost					\$		\$
b.	Describe item, quantity and unit cost					\$		\$
c.	Describe item, quantity and unit cost					\$		\$
<b>4</b>	<b>Travel</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	In-State Mileage – list # miles, # FTE’s, frequency, purpose					\$		\$
b.	In-State Subsistence – list # FTE’s, frequency					\$		\$
c.	In-State Lodging - list dates, # FTE’s, destination, purpose					\$		\$
d.	Out of State Mileage – list # miles, # FTE’s, frequency, purpose					\$		\$
e.	Out of State Subsistence – list # FTE’s, frequency					\$		\$
f.	Out of State Lodging - list dates, # FTE’s, destination, purpose					\$		\$
g.	Out of State Airfare - list dates, # FTE’s, destination, purpose					\$		\$
<b>5.</b>	<b>Other:</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	Describe item, quantity and unit cost					\$		\$
<b>Operating</b>						<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
<b>Subtotal</b>								
<b>GRAND TOTAL</b>						<b>\$ GRANT TOTAL</b>	<b>\$ INKIND TOTAL</b>	<b>\$ GRAND TOTAL</b>
<b>BUDGET</b>								

**ATTACHMENT IV**

**SUBRECIPIENT CERTIFICATION OF COMPLIANCE  
REQUIRES SIGNATURE**

**DRAFT**

**Subrecipient Certification of Compliance**

**CERTIFICATION OF COMPLIANCE WITH THE “SECURITY AND CONFIDENTIALITY STANDARDS FOR PUBLIC HEALTH DATA AND DESIGNATION OF OVERALL RESPONSIBLE PARTY (ORP)”**

By signing and submitting this form, we certify our compliance with CDC’s National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention’s *Data Security and Confidentiality Guidelines*. We acknowledge that all standards included in the guidelines have been implemented unless otherwise justified in an attachment to this statement. We agree to apply the standards to all staff and contractors funded through CDC HIV/AIDS Prevention or HRSA’s Ryan White Care and HUD’s HOPWA programs that have access to or maintain confidential health data. We ensure all sites where applicable public health data are maintained are informed about the standards. Documentation of required local data policies and procedures is on file with the persons listed below and available upon request.

Name(s), title(s), & phone number(s) of the proposed Overall Responsible Party (ORP) or ORP Panel.

Name	Title	Telephone

\_\_\_\_\_  
**Organization**

\_\_\_\_\_  
**Signature: Executive Director**

\_\_\_\_\_  
**Signature: Authorized Business Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**ATTACHMENT V**

**SUBAWARD SOURCE OF FUNDING**

DRAFT

**SUBAWARD SOURCE OF FUNDING (SOF) # 1**

(1) Subaward # \_\_\_\_\_ (2) Subaward Amendment # \_\_\_\_\_

(3) Subrecipient Name \_\_\_\_\_

(4) Subrecipient's Unique Entity Identifier (DUNS #)  
\_\_\_\_\_

(5) Grant Award Title Housing Opportunities for Persons with AIDS

(6) Federal Award Identification Number (FAIN) \_\_\_\_\_ (7) FAIN Date \_\_\_\_\_

(8) Subaward Period of Performance Start Date April 1, 2019 End Date March 31, 2020

(9) Amount of Federal Funds Obligated by this Action \$ \_\_\_\_\_

(10) Prior Periods Obligated \$ \_\_\_\_\_ (11) Obligated Total \$ \_\_\_\_\_

(12) Total Amount of Federal Award Committed to the Subrecipient \$ \_\_\_\_\_

(13) Federal Award Project Description

(14) Federal Awarding Agency US Housing and Urban Development (HUD)

(15) Passthrough Entity South Carolina Department of Health and Environmental Control

(16) CFDA # and Title 14.241 Housing Opportunities for Persons with AIDS

(17) Is the Subaward Research and Development? Yes \_\_\_\_\_ No X

(18) Indirect Cost: Federally Negotiated Rate\* \_\_\_\_\_ % De minimis \_\_\_\_\_ % No Indirect \_\_\_\_\_

\*A copy of the approved federally negotiated rate agreement must be submitted to DHEC prior to 1<sup>st</sup> payment.

**SUBAWARD SOURCE OF FUNDING (SOF) #   1**

(19) Passthrough Entity (DHEC) Contact Information

NAME	ADDRESS	EMAIL	PHONE NUMBER
Finance Director	2600 Bull Street Columbia, SC 29201-1708	GrantsMgt@dhec.sc.gov	N/A
Linda Bell, MD	2100 Bull Street Columbia, SC 29201	Belllw@dhec.sc.gov	803-898-0801
HOPWA Program Manager	2100 Bull Street Columbia, SC 29201	RWHOPWAInvoices@dhec.sc.gov	N/A

Prepared by \_\_\_\_\_ Date \_\_\_\_\_

(Program Signature)

Prepared by \_\_\_\_\_ Date \_\_\_\_\_

(Finance Signature)

**ATTACHMENT VI**

**FFATA DATA CHECKLIST**

**(Return Completed Checklist with Signed SubAward)**

DRAFT

**FFATA DATA CHECKLIST FOR SOURCE OF FUNDING (SOF) # 1**

**Primary Grant Award / Passthrough Entity Data**

Subaward # \_\_\_\_\_ Subaward Amendment # \_\_\_\_\_

CFDA # and Title 14.241 Housing Opportunities for Persons with AIDS \_\_\_\_\_

Federal Awarding Agency US Housing and Urban Development (HUD) \_\_\_\_\_

Grant Award Title Housing Opportunities for Persons with AIDS (HOPWA) \_\_\_\_\_

Grant Award Date \_\_\_\_\_ Federal Award Identification Number (FAIN) \_\_\_\_\_

Total Grant Award Amount \_\_\_\_\_ DHEC Unique Entity Identifier (DUNS #) 80 8385892

DHEC Principal Place of Performance 2600 Bull Street, Columbia, SC 29201-1708

**Federal Award Project Description**

=====

**Subaward / Subrecipient Data**

Subrecipient Name \_\_\_\_\_

Subrecipient DBA Name \_\_\_\_\_

Subrecipient Unique Entity Identifier (DUNS #) \_\_\_\_\_

Subrecipient Address (include zip +4 digits) \_\_\_\_\_

Subaward Date \_\_\_\_\_ Subaward Amount (must be >=\$25,000) \_\_\_\_\_

Subaward Principal place of Performance \_\_\_\_\_

Subaward Area of Benefit (congressional districts) \_\_\_\_\_

Subrecipient Parent Unique Entity Identifier (DUNS #) \_\_\_\_\_

**FFATA DATA CHECKLIST: EXECUTIVE COMPENSATION**

- 1) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: 80% or more of its annual gross revenues in U.S. Federal Contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes \_\_\_\_\_ No \_\_\_\_\_
  
- 2) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: \$25 million or more in annual gross revenues from U.S. Federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer to question 1 and question 2 are both NO, this questionnaire is complete, otherwise continue to question 3.
  
- 3) Does the public have access to information about the compensation of senior executives of the subrecipient organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under the Securities Exchange Act of 1934 or the Internal Revenue Code of 1986? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, questionnaire is complete, otherwise list the names and compensation of the Subrecipient’s five most highly compensated officers.

List the names and total compensation of the five most highly compensated officers of the subrecipient/contractor as listed in the subrecipient’s System for Award Management profile, as applicable.

NAME	TOTAL COMPENSATION
1.	
2.	
3.	
4.	
5.	

Completed by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Date sent to the Bureau of Financial Management: \_\_\_\_\_